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25X1A5a2

Contract No. 

CERTIFICATE

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I, , certify that  
I am the Assistant Secretary of the Corporation named  
as Contractor herein; that  who  
signed this contract on behalf of the Contractor was then President  
of said Corporation; that said con-  
tract was duly signed for and in behalf of said Corporation by  
authority of its governing body, and is within the scope of its Cor-  
porate powers.

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(Corporate Seal)

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25X1A5a2

Contract No. 

INDEX TO SCHEDULE

PART I	SCOPE OF WORK.....	4
PART II	DELIVERY.....	4
PART III	WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS.....	4
PART IV	SPECIAL SECURITY RESTRICTIONS.....	5
PART V	ANTICIPATORY COSTS.....	5
PART VI	PRICE REDETERMINATION.....	5
GENERAL PROVISIONS		

**SECRET**

25X1A5a2

Contract No. [REDACTED]

SCHEDULE

PART I - SCOPE OF WORK

Contractor shall furnish the necessary supplies, services and materials to accomplish the work set forth below:

Item 1 - Fabricate two (2) each Production Models of the One Watt Traveling Wave Tube Repeater Jammer, Mod 504, capable

a unit price of [REDACTED]

Item 2 - Within 30 days after receipt of this contract, Contractor shall furnish a recommended list of necessary spare parts and related equipment required to maintain the units called for under Item 1 for a period of one (1) year. Upon approval of said list, with revisions, if any, the parties shall negotiate an equitable adjustment in the contract price and such adjustment will be evidenced by an amendment to this contract.

Item 3 - Contractor shall furnish personnel as required to assist Government personnel in the evaluation and flight testing of the units called for under Item 1 at a Government Test Site. Such testing is anticipated to include as a minimum a total of six (6) flights. The price for such assistance shall be negotiated by the parties at a future date and such negotiation shall be evidenced by an amendment to this contract.

PART II - DELIVERY

(a) Contractor shall furnish the work called for under PART I above in accordance with the following schedule:

Item 1 - Contractor shall deliver one (1) unit on or before 20 July 1959 and the second unit no later than 20 August 1959.

Item 2 - Delivery of spare parts shall be negotiated at the time of approval thereof.

Item 3 - To be negotiated.

(b) Inspection and acceptance shall be at Destination, however, price is F.O.B. Contractor's Plant. Shipping instructions will be furnished at a later date by the Contracting Officer.

PART III - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements

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Contract No. [REDACTED]

of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

#### PART IV - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

#### PART V - ANTICIPATORY COSTS

All costs which have been incurred by the Contractor on or after 20 April 1959 in anticipation of and prior to the signing of this contract, and which if incurred after the signing of this contract would have been considered as items of allowable costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

#### PART VI - PRICE REDETERMINATION

A. Because of the nature of the work called for by this contract and the great uncertainty as to the cost of performance hereunder, the parties agree that the contract price set forth in the Schedule hereof may be increased or decreased in accordance with the provisions of this clause.

B. Within 60 days after the completion or termination of this contract, the Contractor will file with the Contracting Officer a statement showing, in such form and detail as the Contracting Officer may prescribe, the Contractor's cost of producing the supplies or furnishing the services called for hereunder, together with such other information as may be pertinent in the negotiations for a re-

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fairly reflect the normal operation of the Contractor's cost system. The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations and audits of the Contractor's books, records and accounts as he may request. The Contractor further agrees to include in each of his subcontracts which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis a provision to the effect that the subcontractor agrees (i) to submit to the Contracting Officer such cost data as may be required for price redetermination, (ii) to permit the Contracting Officer to make or cause to be made such examination and audits of books, records and accounts as the Contracting Officer may deem necessary, and (iii) to include a like provision in each of his subcontracts which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis.

C. Upon the filing of the statement and other pertinent information required by paragraph (B) of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable redetermined price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such redetermined price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. The redetermined price shall be evidenced by a supplemental agreement to this contract. In no event shall the redetermined price exceed the sum of [REDACTED]

D. If within 60 days after the completion or termination of this contract, the parties shall fail to agree upon a redetermined price (which term, for the purpose of this clause, shall include direct costs, indirect costs and profit) in accordance with the provisions of this clause, the failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

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E. In the event of a price increase the Government will pay or credit to the Contractor the amount by which the redetermined price shall exceed the contract price aforesaid. In the event of a decrease in price the Contractor will repay or credit the amount of such decrease to the Government in such manner as the Contracting Officer may direct.

F. For any of the purposes of the clause of this contract entitled "Termination for Convenience of the Government" (including without limitation, computation of "the total contract price" and "the contract price of work not terminated"), the contract price shall be the redetermined contract price agreed upon under paragraph (C) of this clause or determined under paragraph (D) of this clause, as the case may be.

*Part VII Added by amend #1 - add appendix II.*

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